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# Uniform Residential Loan Application - WYMAC CAPITAL INC.

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☒ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

U.S. PT  
09/24/95  
07/03/99

I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied For:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FmHA	<input type="checkbox"/> Other:
Agency Case Number	Lender Case Number		

Amount \$ 283,500	Interest Rate 7.500 %	No. of Months 360	Amortization Type: <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> GPM	<input type="checkbox"/> Other (explain): <input type="checkbox"/> ARM (type):
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## II. PROPERTY INFORMATION AND PURPOSE OF LOAN

Subject Property Address (street, city, state, ZIP code): 123 Main Street, Davis, CA 99999	No. of Units 1
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Legal Description of Property (attach description if necessary): SEE PRELIMINARY TITLE REPORT	Year Built
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Purpose of Loan	<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Refinance	<input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent	<input type="checkbox"/> Other (explain):	Property will be:	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
-----------------	--	--	---	-------------------	--

Complete this line if construction or construction-permanent loan.				
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements
\$	\$	\$	\$	\$
Total (a + b)				

Complete this line if this is a refinance loan.				
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
\$	\$	\$		Cost: \$

Title will be held in what name(s): John Smith, Mary Smith	Manner in which title will be held: TBD	Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (Show exp. date)
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Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)
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## III. BORROWER INFORMATION

Borrower's Name (Include Jr. or Sr. if applicable): John Smith				Co-Borrower's Name (Include Jr. or Sr. if applicable): Mary Smith			
---	--	--	--	--	--	--	--

Social Security Number 123-45-6789	Home Phone (incl. area code) (925) 838-4728	Age	Yrs. School	Social Security Number 987-65-4321	Home Phone (incl. area code) (925) 838-4728	Age	Yrs. School
---------------------------------------	--	-----	-------------	---------------------------------------	--	-----	-------------

<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (incl. single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (Not listed by Co-Borrower) No. Ages	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (incl. single, divorced, widowed) <input type="checkbox"/> Separated	Dependents (Not listed by Co-Borrower) No. Ages
--	--	--	--

Present Address (street, city, state, ZIP) 123 S. Main Street Walnut Creek, CA 94596	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Years	Present Address (street, city, state, ZIP) 123 S. Main Street Walnut Creek, CA 94596	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Years
--	--	--	--

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Years	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Years
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Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Years	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Years
---	---	---	---

## IV. EMPLOYMENT INFORMATION

Name and Address of Employer City of Walnut Creek 1800 Main St Walnut Creek, CA 94596	<input type="checkbox"/> Self Employed	Yrs. on this job 3	Name and Address of Employer Cal Trans	<input type="checkbox"/> Self Employed	Yrs. on this job 14
--	--	-----------------------	---	--	------------------------

Years employed in this line of work/profession	Years employed in this line of work/profession
--	--

Position/Title/Type of Business Manager	Bus. Phone (incl. area code) (925) 283-1209	Position/Title/Type of Business Supervisor	Bus. Phone (incl. area code) (925) 809-4809
--	--	---	--

If employed in current position less than two years, or if currently employed in more than one position, complete the following:

Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)
------------------------------	--	-------------------	------------------------------	--	-------------------

Monthly Income	Monthly Income
----------------	----------------

Position/Title/Type of Business	Bus. Phone (incl. area code)	Position/Title/Type of Business	Bus. Phone (incl. area code)
---------------------------------	------------------------------	---------------------------------	------------------------------

Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)
------------------------------	--	-------------------	------------------------------	--	-------------------

Monthly Income	Monthly Income
----------------	----------------

Position/Title/Type of Business	Bus. Phone (incl. area code)	Position/Title/Type of Business	Bus. Phone (incl. area code)
---------------------------------	------------------------------	---------------------------------	------------------------------

IV. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 4,333	\$ 4,500	\$ 8,833	Rent	\$	
Overtime				First Mortgage (P&I)	1,550	\$ 1,982
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		83
Dividends/Interest				Real Estate Taxes		328
Net Rental Income				Mortgage Insurance		142
Other (before completing, see the notice in "describe other income," below.)				Homeowner Assn. Dues		
				Other:		
Total	\$ 4,333	\$ 4,500	\$ 8,833	Total	\$	\$ 2,535

\* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

B/C	Describe Other Income Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.	Monthly Amount
		\$

## VI. ASSETS AND LIABILITIES

This statement and any supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the statement can be meaningfully and fairly presented on a combined basis; otherwise separate statements and schedules are required. If the Co-Borrower section was completed about a spouse, this statement and supporting schedules must be completed about that spouse also.

Completed ☒ Jointly ☐ Not Jointly[illegible]

## VI. ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income.)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s)

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS	
a. Purchase Price	\$ 315,000	<p>If you answer "YES" to any questions a through i, please use continuation sheet for explanation</p> <p>a. Are there any outstanding judgements against you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>b. Have you been declared bankrupt within the past 7 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>d. Are you a party to a lawsuit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgement? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "YES," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "YES," give details as described in the preceding question. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>g. Are you obligated to pay alimony, child support, or separate maintenance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>h. Is any part of the down payment borrowed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>i. Are you co-maker or co-endorser on a note? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>j. Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>k. Are you a permanent resident alien? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>l. Do you intend to occupy the property as your primary residence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "YES," complete question m. below</p> <p>m. Have you had an ownership interest in a property in the last three years?</p> <p>(1) What type of property did you own - primary residence (PR), second home (SH), or investment property (IP)? <span style="float: right;">PR <input checked="" type="checkbox"/> SH <input type="checkbox"/> IP <input type="checkbox"/></span></p> <p>(2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? <span style="float: right;">S <input type="checkbox"/> SP <input checked="" type="checkbox"/> O <input type="checkbox"/></span></p>	
b. Alterations, improvements, repairs			
c. Land (if acquired separately)			
d. Refinance (incl. debts to be paid off)			
e. Estimated prepaid items	3,640		
f. Estimated closing costs	4,463		
g. PMI, MIP, Funding Fee			
h. Discount (if Borrower will pay)			
i. Total Costs (add items a through h)	323,102		
j. Subordinate financing			
k. Borrower's closing costs paid by Seller	1,000		
l. Other Credits (explain)			
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	283,500		
n. PMI, MIP, Funding Fee financed			
o. Loan amount (add m and n)	283,500		
p. Cash from/to Borrower (subtract j, k, l & o from i)	38,602		

## IX. ACKNOWLEDGEMENT AND AGREEMENT

The undersigned specifically acknowledge(s) and agree(s) that: (1) the loan requested by this application will be secured by a first mortgage or deed of trust on the property described herein; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining the loan indicated herein; (4) occupation of the property will be as indicated above; (5) verification or reverification of any information contained in this application may be made at any time by the Lender, its agents, successors and assigns, either directly or through a credit-reporting agency, from any source named in this application, and the origin copy of this application will be retained by the Lender, even if the loan is not approved; (6) the Lender, its agents, successors and assigns will rely on the information contained in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein should change prior to closing; (7) in the event my/our payments on the loan indicated in this application become delinquent, the Lender, its agents, successors and assigns, may, in addition to all their other rights and remedies, report my/our name(s) and account information to a credit-reporting agency; (8) ownership of the loan may be transferred to successor or assign of the Lender without notice to me and/or the administration of the loan account may be transferred to an agent, successor or assign of the Lender with prior notice to me; (9) the Lender, its agents, successors and assigns make no representations or warranties, express or implied, to the Borrower(s) regarding the property, the condition of the property, or the value of the property.

**CERTIFICATION:** I/we certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledged my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et. seq., and liability for monetary damages to the Lender its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this application.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

## X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this Lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please check below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER		CO-BORROWER	
<p><input type="checkbox"/> I do not wish to furnish this information</p> <p>Race/National Origin: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander <input checked="" type="checkbox"/> White, not of Hispanic Origin <input type="checkbox"/> Black, not of Hispanic Origin <input type="checkbox"/> Hispanic</p> <p><input type="checkbox"/> Other (specify) _____</p> <p>Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male</p>		<p><input type="checkbox"/> I do not wish to furnish this information</p> <p>Race/National Origin: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander <input checked="" type="checkbox"/> White, not of Hispanic Origin <input type="checkbox"/> Black, not of Hispanic Origin <input type="checkbox"/> Hispanic</p> <p><input type="checkbox"/> Other (specify) _____</p> <p>Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male</p>	
<p>To be completed by interviewer</p> <p>This application was taken by:</p> <p><input type="checkbox"/> face-to-face interview</p> <p><input checked="" type="checkbox"/> by mail</p> <p><input type="checkbox"/> by telephone</p>		<p>Interviewer's Name (print or type)</p> <p>Russell McDonald</p> <p>Interviewer's Signature _____ Date _____</p> <p>Interviewer's Phone Number (incl. area code)</p> <p>(925) 937-4300</p>	
		<p>Name and Address of Interviewer's Employer</p> <p>Wymac Capital, Inc.</p> <p>1910 Olympic Blvd, Suite 150</p> <p>Walnut Creek, CA 94596</p>	

# Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower:	Agency Case Number:
	Co-Borrower:	Lender Case Number:

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under provisions of Title 18, United States Code, Section 1001, et. seq.			
Borrower's Signature:	Date:	Co-Borrower's Signature:	Date:
X		X	

Freddie Mac Form 65 - 10/92
 Page 4 of 4
Fannie Mae Form 1003 - 10/92

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Appendix A

**MORTGAGE LOAN DISCLOSURE STATEMENT/GOOD FAITH ESTIMATE**

RE 883 (New 12/93)

Borrower's Name(s): John Smith and Mary SmithReal Property Collateral: The intended security for this proposed loan will be a Deed of Trust on (street address or legal description) 123 Main Street, Davis, CA 99999

This joint Mortgage Loan Disclosure Statement/Good Faith Estimate is being provided by Wymac Capital, Inc., a real estate broker acting as a mortgage broker, pursuant to the Federal Real Estate Settlement Procedures Act (RESPA) and similar California law. In a transaction subject to RESPA, a lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. You will also be informed of material changes before settlement/close of escrow. The name of the intended lender to whom your loan application will be delivered is:

☐ Unknown ☒ WYMAC CAPITAL, INC. (Name of lender, if known)

**GOOD FAITH ESTIMATE OF CLOSING COSTS**

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your loan. The fees, commissions, costs and expenses listed are estimates; the actual charges may be more or less. Your transaction may not involve a charge for every item listed and any additional items charged will be listed. The numbers listed beside the estimate generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will receive at settlement if this transaction is subject to RESPA. The HUD-1 Settlement Statement contains the actual costs for the items paid at settlement. When this transaction is subject to RESPA, by signing page two of this form you are also acknowledging receipt of the HUD Guide to Settlement Costs.

HUD-1 Item	Paid to Lender/Others	Paid to Broker
<b>800 Items Payable in Connection with Loan</b>		
801 Lender's Loan Origination Fee <u>.500</u> %	\$ <u>1,417.50</u>	\$
802 Lender's Loan Discount Fee _____ %	\$	\$
803 Appraisal Fee	\$ <u>350.00</u>	\$
804 Credit Report	\$ <u>55.00</u>	\$
805 Lender's Inspection Fee	\$	\$
808 Mortgage Broker Commission/Fee _____ %	\$	\$
809 Tax Service Fee	\$ <u>75.00</u>	\$
810 Processing Fee	\$ <u>395.00</u>	\$
811 Underwriting Fee	\$ <u>250.00</u>	\$
812 Wire Transfer Fee	\$ <u>20.00</u>	\$
813 Flood Cert	\$ <u>20.00</u>	\$
814 Administration Fee	\$ <u>200.00</u>	\$
815 Doc Preparation	\$ <u>250.00</u>	\$
	\$	\$
<b>900 Items Required by Lender to be Paid in Advance</b>		
901 Interest for <u>15</u> days at \$ <u>59.06</u> per day	\$ <u>885.94</u>	\$
902 Mortgage Insurance Premiums	\$	\$
903 Hazard Insurance Premiums	\$ <u>992.25</u>	\$
904 VA Funding Fee	\$	\$
	\$	\$
<b>1000 Reserves Deposited with Lender</b>		
1001 Hazard Insurance: <u>2</u> months at \$ <u>82.69</u> per month	\$ <u>165.38</u>	\$
1002 Mortgage Insurance: <u>2</u> months at \$ <u>141.75</u> per month	\$ <u>283.50</u>	\$
1004 Co. Property Taxes: <u>4</u> months at \$ <u>328.13</u> per month	\$ <u>1,312.50</u>	\$
	\$	\$
<b>1100 Title Charges</b>		
1101 Settlement or Closing/Escrow Fee	\$ <u>300.00</u>	\$
1105 Document Preparation Fee	\$ <u>50.00</u>	\$
1106 Notary Fee	\$ <u>40.00</u>	\$
1109 Title Insurance (Owner)	\$ <u>550.00</u>	\$
1110 Title Insurance (Lender)	\$ <u>450.00</u>	\$
1111 Courier	\$	\$
	\$	\$
<b>1200 Government Recording and Transfer Charges</b>		
1201 Recording Fees	\$ <u>40.00</u>	\$
1202 City/County Tax/Stamps	\$	\$
	\$	\$
<b>1300 Additional Settlement Charges</b>		
1302 Pest Inspection	\$	\$
	\$	\$
<b>Subtotals of Initial Fees, Commissions, Costs and Expenses</b>	\$ <u>8,102.06</u>	\$ <u>0.00</u>
<b>Total of Initial Fees, Commissions, Costs and Expenses</b>	\$ <u>8,102.06</u>	
<b>Compensation to Broker (Not Paid Out of Loan Proceeds)</b>		
Mortgage Broker Commission/Fee (To Be Paid By Lender)	\$	
Any Additional Compensation from Lender XX No <input type="checkbox"/> Yes	\$	

**ADDITIONAL REQUIRED CALIFORNIA DISCLOSURES**

I. Proposed Loan Amount: \$ 283,500.00  
 Initial Commissions, Fees, Costs and Expenses Summarized on Page 1: \$ 8,102.06  
 Payment of Other Obligations (List):  
 Credit Life and/or Disability Insurance (see VI below) \$  
\$  
**Subtotal of All Deductions:** \$ 8,102.06  
**Estimated Cash at Closing** ☐ To You ☒ That You Must Pay \$ 8,102.06

II. Proposed Interest Rate: 7.500 % ☒ Fixed Rate ☐ Initial Variable Rate

III. Proposed Loan Term: 30 ☒ Years ☐ Months

IV. Proposed Loan Payments: Payments of \$ 1,982.27 will be made ☒ Monthly ☐ Quarterly ☐ Annually for 360 (number of months, XXXXs, XXXX If proposed loan is a variable interest rate loan, this payment will vary (see loan documents for details).

This loan is subject to a balloon payment: ☒ No ☐ Yes. If Yes, the following paragraph applies and a final balloon payment of \$ \_\_\_\_\_ will be due on \_\_\_\_\_ [estimated date (day/month/year)]

**NOTICE TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN IT COMES DUE, YOU MAY HAVE TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY TO MAKE THE BALLOON PAYMENT IN THAT CASE, YOU MAY AGAIN HAVE TO PAY COMMISSIONS, FEES, AND EXPENSES FOR THE ARRANGING OF THE NEW LOAN. IN ADDITION, IF YOU ARE UNABLE TO MAKE THE MONTHLY PAYMENTS OR THE BALLOON PAYMENT, YOU MAY LOSE THE PROPERTY AND ALL OF YOUR EQUITY THROUGH FORECLOSURE. KEEP THIS IS MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THIS LOAN.**

V. Prepayments: The proposed loan has the following prepayment provisions.

☒ No Prepayment Penalty.

☐ Other (see loan documents for details).

☐ Any payment of principal in any calendar year in excess of 20% of the ☐ original balance ☐ unpaid balance will include a penalty not to exceed \_\_\_\_\_ months advance interest at the note rate, but not more than the interest that would be charged if the loan were paid to maturity (see loan documents for details).

VI. Credit Life and/or Disability Insurance: The purchase of credit life and/or disability insurance by a borrower is NOT required as a condition of making this proposed loan.

VII. Other Liens: Are there liens currently on this property for which the borrower is obligated? ☒ No ☐ Yes

If Yes, describe below:

<i>Lienholder's Name</i>	<i>Amount Owng</i>	<i>Priority</i>

Liens that will remain or are anticipated on this property after the proposed loan for which you are applying is made or arranged (including the proposed loan for which you are applying):

<i>Lienholder's Name</i>	<i>Amount Owng</i>	<i>Priority</i>
WYMAC CAPITAL, INC.	\$ 283,500	FIRST

**NOTICE TO BORROWER:** Be sure that you state the amount of all liens as accurately as possible. If you contract with the broker to arrange this loan, but it cannot be arranged because you did not state these liens correctly, you may be liable to pay commissions, costs, fees, and expenses even though you do not obtain the loan.

VIII. Article 7 Compliance: If this proposed loan is secured by a first deed of trust in a principal amount of less than \$30,000 or secured by a junior lien in a principal amount of less than \$20,000, the undersigned licensee certifies that the loan will be made in compliance with Article 7 of Chapter 3 of the Real Estate Law.

A. This loan ☐ may ☐ will ☒ will not be made wholly or in part from broker controlled funds as defined in Section 1024(j) of the Business and Professions Code.

B. If the broker indicates in the above statement that the loan "may" be made out of broker-controlled funds, the broker must inform the borrower prior to the close of escrow if the funds to be received by the borrower are in fact broker-controlled funds.

WYMAC CAPITAL, INC. License #01121628  
 1910 Olympic Blvd., Suite 150  
 Walnut Creek, CA 94596

Broker's Representative \_\_\_\_\_ License # \_\_\_\_\_

Signature of Broker \_\_\_\_\_ Date \_\_\_\_\_ OR Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

IX. **NOTICE TO BORROWER: THIS IS NOT A LOAN COMMITMENT.** Do not sign this statement until you have read and understood all of the information in it. All parts of this form must be completed before you sign. Borrower hereby acknowledges the receipt of a copy of this statement.

John Smith \_\_\_\_\_ Date \_\_\_\_\_ Mary Smith \_\_\_\_\_ Date \_\_\_\_\_

Review completed on \_\_\_\_\_ by \_\_\_\_\_  
 Date Broker or Designated Representative DRE License Number

**INFORMATION DISCLOSURE AUTHORIZATION**

**TO WHOM IT MAY CONCERN:**

I/We hereby authorize you to release to Wymac Capital, Inc., its credit agencies, or its assign, the following information for the purpose of verification:

Employment History, Dates, Title, Income, Hours, etc.

Banking and Savings Accounts of Record

Mortgage Loan Ratings (opening date, high credit, payment amount, loan balance and payment record)

Any other information deemed necessary in connection with a consumer or business credit report for transactions which involve Real or Personal property.

This information is for confidential use in compiling a mortgage loan credit file for a V.A., F.H.A. or Conventional home loan or business loan.

A photographic or carbon copy of this authorization (being a valid copy of the signature(s) of the undersigned) may be deemed to be the equivalent of the original and may be used as a duplicate original.

Your prompt reply will help expedite my transaction.

Thank You.

John Smith  
Name (Print or Type)

Mary Smith  
Name (Print or Type)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

123-45-6789  
Social Security #

987-65-4321  
Social Security #

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Date of Birth

123 S. Main Street - Walnut Creek, CA 94596  
Address



**FAIR LENDING NOTICE**

THIS IS REQUIRED BY THE STATE OF CALIFORNIA:

TO: ALL APPLICANTS FOR A LOAN FOR THE PURCHASE, CONSTRUCTION, REHABILITATION,  
IMPROVEMENT OR REFINANCING OF A ONE-TO-FOUR FAMILY RESIDENCE.

UNDER THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977, IT IS UNLAWFUL FOR A FINANCIAL  
INSTITUTION TO REFUSE TO MAKE A LOAN OR TO OFFER LESS FAVORABLE TERMS THAN NORMAL  
(SUCH AS A HIGHER RATE, LARGER DOWN PAYMENT OR SHORTER MATURITY) BASED ON ANY OF THE  
FOLLOWING CONSIDERATIONS:

1. NEIGHBORHOOD CHARACTERISTICS (SUCH AS THE AVERAGE AGE OR THE INCOME LEVEL OF  
THE NEIGHBORHOOD) EXCEPT TO A LIMITED EXTENT NECESSARY TO AVOID AN UNSAFE AND  
UN SOUND BUSINESS PRACTICE.
2. RACE, SEX, COLOR, RELIGION, MARITAL STATUS, NATIONAL ORIGIN OR ANCESTRY.

IT IS ALSO UNLAWFUL TO CONSIDER, IN APPRAISING A RESIDENCE, THE RACIAL, ETHNIC OR  
RELIGIOUS COMPOSITION OF A PARTICULAR NEIGHBORHOOD, WHETHER OR NOT SUCH COMPOSITION  
IS UNDERGOING CHANGE OR IS EXPECTED TO UNDERGO CHANGE.

IF YOU WISH TO FILE A COMPLAINT OR IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS, CONTACT:

NORTHERN CALIFORNIA OFFICES

DEPARTMENT OF REAL ESTATE  
185 BERRY STREET, ROOM #5816  
SAN FRANCISCO, CA 94107

SOUTHERN CALIFORNIA OFFICES

DEPARTMENT OF REAL ESTATE  
107 SOUTH BROADWAY, ROOM #8107  
LOS ANGELES, CA 90012

IF YOU FILE A COMPLAINT, THE LAW REQUIRES THAT YOU RECEIVE A DECISION WITHIN  
THIRTY (30) DAYS.

THIS IS REQUIRED BY THE FEDERAL GOVERNMENT:

TO OUR APPLICANTS:

Wymac Capital, Inc. DOES NOT DISCRIMINATE IN LENDING ON THE BASIS OF  
RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE, SEX OR MARITAL STATUS.

YOU ARE HEREBY PROVIDED THE FOLLOWING "EQUAL CREDIT OPPORTUNITY ACT NOTICE"  
REQUIRED UNDER SECTION 202.4(D), 12 C.F.R.:

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM  
DISCRIMINATING AGAINST CREDIT APPLICANTS OF THE BASIS OF RACE, COLOR, RELIGION,  
NATIONAL ORIGIN, SEX, AGE OR MARITAL STATUS (PROVIDED THE APPLICANT HAS THE  
CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE  
APPLICANT'S INCOME IS DERIVED FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE  
THE APPLICANT HAS IN GOOD FAITH EXERCIZED ANY RIGHT UNDER THE CONSUMER CREDIT  
PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THE LAW  
CONCERNING THIS MORTGAGE COMPANY IS:

FEDERAL TRADE COMMISSION  
13209 FEDERAL BUILDING  
11000 WILSHIRE BOULEVARD  
LOS ANGELES, CA 90024

I/WE RECEIVED A COPY OF THIS NOTICE:

\_\_\_\_\_  
John Smith

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Mary Smith

\_\_\_\_\_  
DATE

**COPY OF REAL PROPERTY APPRAISAL REPORT**

YOU HAVE A RIGHT TO A COPY OF THE REAL PROPERTY APPRAISAL REPORT TO BE OBTAINED IN CONNECTION WITH THE LOAN FOR WHICH YOU ARE APPLYING, PROVIDED THAT YOU HAVE PAID FOR THE APPRAISAL. IF YOU WISH TO OBTAIN A COPY OF THE APPRAISAL REPORT, PLEASE SUBMIT A WRITTEN REQUEST TO THE FOLLOWING ADDRESS:

Wymac Capital, Inc.  
1910 Olympic Blvd, Suite 150  
Walnut Creek, CA 94596

THE SIGNATURE BELOW ACKNOWLEDGES YOUR RECEIPT OF THIS NOTICE OF YOUR RIGHT TO A COPY OF THIS APPRAISAL REPORT.

\_\_\_\_\_  
\_\_\_\_\_

THE APPRAISAL REPORT IS PREPARED BY A LICENSED OR CERTIFIED REAL ESTATE APPRAISER WHO IS INDEPENDENT OF YOUR LOAN BROKER AND REAL ESTATE LENDER. NEITHER THE LOAN BROKER NOR LENDER PARTICIPATES IN THE PREPARATION OF THE APPRAISAL REPORT AND THEY ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN ITS PREPARATION. THE APPRAISAL REPORT IS PREPARED SOLELY FOR USE IN UNDERWRITING YOUR LOAN APPLICATION. NEITHER YOU NOR ANY THIRD PARTY SHOULD USE OR RELY UPON THE APPRAISAL REPORT FOR ANY OTHER PURPOSE.

# Request for Copy or Transcript of Tax Form

> Read instructions before completing this form.

OMB No. 1545-0429

> Type or print clearly. Request may be rejected if the form is incomplete or illegible.

NOTE: Do not use this form to get tax account information. Instead, see instructions below.

1a Name shown on tax form. If a joint return, enter name shown first. <b>John Smith</b>	1b First social security number on tax form or employer identification number (see instructions) <b>123-45-6789</b>
2a If a joint return, spouse's name shown on tax form <b>Mary Smith</b>	2b Second social security number on tax form <b>987-65-4321</b>
3 Current name, address (including apt., room, or suite no.), city, state and ZIP code <b>123 S. Main Street, Walnut Creek, CA 94596</b>	
4 Address, (including apt., room, or suite no.), city, state, and ZIP code shown on last return filed if different from line 3	
5 If copy of form or a tax return transcript is to be mailed to someone else, enter third party's name and address	
6 If we cannot find a record of your tax return and you want the payment returned to the third party, check here <input type="checkbox"/>	
7 If name in third party's records differs from line 1a above, enter that name here (see instructions) >	
8 Check only one box to show what you want. There is no charge for items 8a, b, and c: a <input type="checkbox"/> Tax return transcript of Form 1040 series filed during the current calendar year and the 3 prior calendar years (see instructions). b <input type="checkbox"/> Verification of nonfiling c <input type="checkbox"/> Form(s) W-2 information (see instructions). d <input type="checkbox"/> Copy of tax form and all attachments (including Form(s) W-2, schedules, or other forms). The charge is \$23 for each period requested. NOTE: If these copies must be certified for court or administrative proceedings, see instructions and check here <input type="checkbox"/>	
9 If this request is to meet one of the following, check all boxes that apply. <input type="checkbox"/> Small Business Administration <input type="checkbox"/> Department of Education <input type="checkbox"/> Department of Veterans Affairs <input type="checkbox"/> Financial Institution	
10 Tax form number (Form 1040, 1040A, 941, etc.)	12 Complete only if line 8d is checked. Amount due: a Cost for each period b Number of tax periods requested on line 11 c Total cost. Multiply line 12a by line 12b Full payment must accompany your request. Make check or money order payable to "Internal Revenue Service."
11 Tax period(s) (year or period ended date). If more than four, see instructions.	

CAUTION: Before signing, make sure all items are complete and the form is dated.

I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. I am aware that upon this form, the IRS will release the tax information requested to any party shown on line 5. The IRS has no control over what that party does with the information.

Signature. See instructions. If other than taxpayer, attach authorization document.	Date	Telephone number of requester
Title (if line 1a above is a corporation, partnership, estate, or trust)		TRY A TAX RETURN TRANSCRIPT (see line 8a instructions)
Spouse's signature	Date	

## Instructions

Section references are to the Internal Revenue Code.

TIP: If you had your tax form filled in by a paid preparer, check first to see if you can get a copy from the preparer. This may save you both time and money.

Purpose of Form -- Use form 4506 to get a tax return transcript, verification that you did not file a Federal tax return, Form W-2 information, or a copy of a tax form. Allow 6 weeks after you file a tax form before you request a copy of it or a transcript. For W-2 information,

wait 13 months after the end of the year in which the wages were earned. For example, wait until Feb. 1999 to request W-2 information for wages earned in 1997.

DO NOT use this form to request Forms 1099 or tax account information. See this page for details on how to get these items.

NOTE: Form 4506 must be received by the IRS within 60 calendar days after the date you signed and dated the request.

How Long Will It Take? -- You can get a tax return transcript or verification of nonfiling within 7 to 10

workdays after the IRS receives your request. It can take up to 60 calendar days to get a copy of a tax form or W-2 information. To avoid any delay, be sure to furnish all the information asked for on Form 4506.

Forms 1099 -- If you need a copy of a Form 1099, contact the payer. If the payer cannot help you, call or visit the IRS to get Form 1099 information.

Tax Account Information -- If you need a statement of your tax account showing any later changes that you or the IRS made to the original return, request tax account information. Tax account information lists

(Continued)

**MERITAGE HOMES/WYMAC CAPITAL, INC.**

**DISCLOSURE STATEMENT**

**NOTICE**

TO: John Smith and Mary Smith

Property: 123 Main Street

Davis, CA 99999

FROM: Meritage Homes/Wymac Capital, Inc.

Date:

This is to give you notice that Meritage Homes (hereinafter referred to as Meritage) has a business relationship with Wymac Capital, Inc. (hereinafter referred to as Wymac). Meritage will assist Wymac in the arranging of financing for you. For this assistance, Wymac will pay Meritage 0.5% of the amount of the loan arranged for you by Wymac upon the closing of the loan.

In accordance to the agreement between Meritage and Wymac, Meritage will disclose their estimate of all settlement costs, including compensation to be paid to Meritage. **YOU ARE NOT REQUIRED TO USE WYMAC CAPITAL, INC. AS A CONDITION FOR PURCHASING YOUR HOME. THERE ARE OTHER MORTGAGE SOURCES AVAILABLE TO YOU. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATES FOR THESE SERVICES.**

The entire loan process is complicated and requires confirmation and verification of data you will provide. Underwriting guidelines vary by lenders and can be changed at any time without notice. You agree to look to Wymac for their expertise of the loan procedures and to hold Meritage and its agents harmless regarding your mortgage. You also agree to hold Wymac and its agents harmless regarding anything to do with the construction of your home.

***Acknowledgement***

I/we have read this disclosure and have been given:

- a. A Good Faith Estimate of Closing Costs;
- b. An Appraisal Disclosure Statement;
- c. A Mortgage (Broker) Disclosure Statement;
- d. An Information Disclosure Authorization form;
- e. An IRS Form 4506;
- f. A Fair Lending Notice;
- g. A Settlement Cost booklet; and
- h. A Consumer Handbook on Adjustable Rate Mortgages

and I/we understand Meritage is referring me/us to Wymac for the purposes of obtaining a mortgage and Meritage will be paid 0.5% of the loan amount if my/our loan closes.

Signed

Date

John Smith

Print/Type Name

Signed

Date

Mary Smith

Print/Type Name

**DISCLOSURE REGARDING ASSETS AND LIABILITIES**

Borrower(s) acknowledge(s) that he/she/they will be signing a preliminary loan application with the assets and liabilities left blank (page 2). Wymac Capital, Inc. will insert the numbers for assets from the bank statements and investment statements given to Wymac Capital, Inc. Wymac Capital, Inc. will also put in the liabilities, as stated on your credit report. After completing page 2 of the application, Wymac Capital, Inc. will send page 2 to you for you to initial and return promptly to Wymac Capital, Inc.

Furthermore, if additional information is required in other sections of the loan application, Wymac Capital, Inc. will contact you by telephone and make any needed additions or corrections and forward the appropriate pages for you to initial or sign.

Acknowledged:

\_\_\_\_\_  
John Smith

\_\_\_\_\_  
Mary Smith

## THINGS YOU CAN DO TO EXPEDITE THE LOAN PROCESS

1. When Meritage or Wymac call you, please take the call whenever possible. If you cannot take the call, please return the call as quickly as possible. Sometimes we need a 10 second answer to a question and your loan file cannot move along until we have the answer.
2. When we request information or documentation, please get it to us as soon as possible, so your loan can be underwritten quickly.

**WARNING! - The following items can jeopardize your loan, even if it is already approved. You need to understand these points!**

3. During the loan process, please DO NOT incur any new debt or take on any major financial commitments without talking to us first. Do not co-sign for anyone else's debts, etc. The last two things a lender typically does before funding your loan are: a) call your employer to confirm you are still employed; and b) pull one more credit report to make sure you are still paying your bills on time and you have incurred no new debt.
4. Pay all your debts on time. Any late payments after a loan approval can void the approval.
5. DO NOT change employment without talking to us first. We need to make certain the change is documented correctly, so it will not have a negative impact on getting your loan. Also, in some cases, even if you make more money at a new position it can cause your loan approval to be revoked and make it difficult to get a new loan.
6. DO NOT move large blocks of assets (stocks, bonds, mutual funds, CD's, checking, and savings accounts, etc.) without THOROUGH documentation. This means that you need to keep copies of all statements from the old and new accounts, copies of the checks or transfers to the new accounts and copies of the deposit receipts into the new accounts. If you cannot provide a proper paper trail the lender may not recognize the assets and your loan approval may be withdrawn.
7. If you receive any gift funds or bonuses or make any other deposits that are larger than a normal paycheck, THOROUGHLY document this transaction as well. Keep copies of any and all checks and deposit receipts and know that the party you receive the money from may also have to verify the reason it was given.

By signing below you acknowledge that you have read and understood the preceding information and understand that your failure to perform can jeopardize any loan approval and may significantly alter the rates and terms of any future loan approval. If you cause your loan approval to be voided and we are unable to obtain a new approval you may also loose any deposit monies on the house, as well as deposits for any options and/or upgrades you have selected.

Acknowledged:

\_\_\_\_\_  
John Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Smith

\_\_\_\_\_  
Date



## THE LOAN PROCESS

The following outlines some of the steps to obtaining a mortgage loan:

1. You will fill out and sign the loan application and various loan forms.
2. The origination package will be gathered by Meritage and submitted to Wymac Capital, Inc.
3. Wymac will contact you directly to complete any portion of the application package that needs more information and confirm the type of loan you desire.
4. Wymac will immediately verify your employment with your employer, verify your deposits with your bank, verify your present mortgage, order your credit report, process your loan, etc.
5. Wymac will inform Meritage as to your qualifications on obtaining a loan.
6. Meritage/Wymac will order the appraisal on your behalf.
7. Wymac will redo items in #4 above, then submit your loan packet to one of their institutional lenders/investors for a final underwriting and approval. All verifications and appraisals must be current at this time.
8. The lender/investor will either reject your loan request or suspend your loan request for lack of information, or approve your loan request with certain conditions to be met.
9. Most of the conditions will be satisfied by Meritage/Wymac. Meritage/Wymac will contact you about any conditions that Meritage/Wymac needs your help in meeting.
10. Wymac will order the loan documents from lender/investor.
11. Lender/investor will be ready to fund your loan when conditions are met.

\_\_\_\_\_  
John Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Smith

\_\_\_\_\_  
Date





1910 Olympic Blvd., Suite 150 \* Walnut Creek, CA 94596  
(925) 937-4300 \* FAX (925) 932-1544

**PROPERTY INFORMATION**

**INSURANCE**

COMPANY/POLICY #

\_\_\_\_\_

AGENT/PHONE

\_\_\_\_\_

ANNUAL/MONTHLY PAYMENT AMOUNT

\_\_\_\_\_

OTHER INFORMATION

\_\_\_\_\_

**HOME OWNER INFORMATION**

PROPERTY TYPE/PUD/CONDO/COOP/ETC

\_\_\_\_\_

ASSOCIATION NAME/ADDRESS

\_\_\_\_\_

CONTACT NAME (MANAGEMENT CO?) ADDRESS/PHONE

\_\_\_\_\_

\_\_\_\_\_

MONTHLY DUES/INCLUDE HAZARD INSURANCE?

\_\_\_\_\_

---

This form was printed using Cypher by Sourcetec, Inc. Call (925) 937-4300 for more information.

# MORTGAGE LOAN ORIGINATION AGREEMENT

(REV 3/98)

You (the applicant) agree to enter into this Mortgage Loan Origination Agreement with Wymac Capital, Inc. as an independent contractor to apply for a residential mortgage loan from a participating lender with which we from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into mortgage financing with Wymac Capital, Inc. on \_\_\_\_\_. We are licensed as a "Mortgage Broker" by the California Department of Real Estate.

## SECTION 1. NATURE OF RELATIONSHIP.

In connection with your mortgage loan:

- We are acting as an independent contractor and not as your agent.
- We will enter into separate independent contractor agreements with various lenders.
- While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

## SECTION 2. OUR COMPENSATION.

The lenders whose loan products we distribute generally provide their products to us at a wholesale rate.

- The retail price we offer you-your interest rate, total points, and fees-will include our compensation.
- In some cases we may be paid all of our compensation by either you or the lender.
- Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up front points and fees.
- Also, in some cases, if you would rather pay less up-front, you may be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will be paid by the lender.

We may also be paid by the lender based on (i) the Value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods, or facilities performed or provided by us to the lender.

By signing below, the applicant(s) acknowledge(s) receipt of a copy of this signed Agreement.

**Wymac Capital, Inc.**

**Applicant(s)**

By \_\_\_\_\_

John Smith \_\_\_\_\_ Date

Date \_\_\_\_\_

123 S. Main Street  
Walnut Creek, CA 94596  
\_\_\_\_\_  
Address

Mary Smith \_\_\_\_\_ Date

123 S. Main Street  
Walnut Creek, CA 94596  
\_\_\_\_\_  
Address

This form was printed using Cypher by Sourcetec, Inc. Call (925) 937-4300 for more information.

## MORTGAGE BROKER FEE DISCLOSURE

You have applied to us - a mortgage broker - for a residential mortgage loan. We will submit your application for a residential mortgage loan to a participating lender with which it from time to time contracts upon such terms and conditions as you may request or a lender may require. The lenders have asked that this form be furnished to you to clarify the role of mortgage brokers. This form supplements other disclosures or agreements required by law that you should receive from us concerning your application.

### SECTION 1. NATURE OF RELATIONSHIP. In connection with this mortgage loan:

- \* We have separate independent contractor agreements with various lenders.
- \* While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

### SECTION 2. THE BROKER'S COMPENSATION. The lenders whose loan products are distributed by us generally provide their loan products to us at a wholesale rate.

- \* The retail price we offer you -- your interest rate, total points and fees -- will include our compensation.
- \* In some cases, we may be paid all our compensation by either you or the lender.
- \* Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- \* Also, in some cases, if you would rather pay less up-front, you may wish to have some or all of our fees paid directly by the lender, which will result in a higher interest rate and higher monthly loan payments that you would otherwise be required to pay.
- \* We also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

*You may work with us to select the method in which we receive our compensation depending on your financial needs, subject to the lender's loan program requirements and credit underwriting guidelines.*

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amounts will be disclosed on your HUD-1 or HUD-1A Settlement Statement.

By signing below, the applicant(s) acknowledge that you have read and understand this document. By your signature, you also acknowledge that you have received a copy of this document.

\_\_\_\_\_  
Date

APPLICANT(S)

WYMAC CAPITAL, INC.

John Smith

Peter Moss

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name (Broker/Agent)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

---

This form was printed using Cypher by Sourcetec, Inc. Call (925) 937-4300 for more information.

## CALIFORNIA MORTGAGE LOAN ORGANIZATION AGREEMENT

You, the applicant(s), agree to enter into this Mortgage Loan Origination Agreement with WYMAC CAPITAL, INC., as your agent to apply for a residential mortgage loan from a participating lender with which we may from time to time contract upon such terms and conditions as you may request or a lender may require. You inquired into a mortgage financing with WYMAC CAPITAL, INC. on \_\_\_\_\_ (date). We are licensed as a "mortgage Broker" under California Department of Real Estate.

**SECTION 1. NATURE OF RELATIONSHIP.** In connection with this mortgage loan we are acting as your agent; and, unless our relationship involves a federally related mortgage loan, we will provide to you a Mortgage Loan Disclosure Statement within three days of application outlining certain specific terms and conditions of our relationship. We will enter into separate independent contractor agreements with various lenders. While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

**SECTION 2. OUR COMPENSATION.** The lenders whose loan products we distribute generally provide their loan products to us at a wholesale rate. The retail price we offer you for your interest rate, total points, and fee - will include our compensation. In some cases, we may be paid all our compensation by either you or the lender. Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases if you would rather pay a lower interest rate, you may pay higher up-front points and fees. Also, in some cases, if you would rather pay less up-front points and fees, you may be able to pay some or all of our compensation indirectly through a higher interest rate in which case we will be paid directly by the lender. We also may be paid by the lender based on (1) the value of the Mortgage Loan or related servicing rights in the market place or (2) other service, goods or facilities performed or provided by us to the lender.

By signing below, applicant(s) acknowledge receipt of a copy of this Agreement.

### Mortgage Loan Origination Applicant(s)

Borrower 1: _____	Borrower 2: _____
Print Name: <u>John Smith</u>	Print Name: <u>Mary Smith</u>
Date: _____	Address: <u>123 S. Main Street</u>
	<u>Walnut Creek, CA 94596</u>
WYMAC CAPITAL, INC.	
Print Name (Broker/Agent):	<u>Peter Moss</u>
Signature: _____	
Address:	<u>1910 Olympic Blvd., Suite 150</u>
	<u>Walnut Creek, CA 94596</u>

---

This form was printed using Cypher by Sourcelec, Inc. Call (925) 937-4300 for more information.

## MORTGAGE BROKER FEE DISCLOSURE

You have applied to a mortgage broker for a residential mortgage loan. The mortgage broker will submit your application for a residential mortgage loan to a participating lender with which it from time to time contracts upon such terms and conditions as you may request or a lender may require. The lenders have asked that this form be furnished to you to clarify the role of mortgage brokers. This form supplements other disclosures or agreements required by law that you should receive from the mortgage broker concerning your application.

### SECTION 1. NATURE OF RELATIONSHIP.

In connection with this mortgage loan:

- \* The mortgage broker may be acting as independent contractor and not your agent. If you are unsure of the nature of your relationship, please ask the mortgage broker for clarification.
- \* While the mortgage broker seeks to assist you in meeting your financial needs, it does not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

### SECTION 2. THE BROKER'S COMPENSATION

The lenders whose loan products are distributed by the mortgage broker generally provide their loan products to the mortgage broker at a wholesale rate.

- \* The retail price a mortgage broker offers you - your interest rate, total points and fees - will include the broker's compensation.
- \* In some cases, the mortgage broker may be paid all of its compensation by either you or the lender.
- \* Alternatively, the mortgage broker may be paid a portion of its compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher provided by the mortgage broker to the lender.

*You may work with the mortgage broker to select the method in which it receives its compensation depending on your financial needs, subject to the lender's loan program requirement and credit underwriting guidelines.*

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amounts will be disclosed on your HUD-1 or HUD-1A Settlement Statement.

By signing below, the applicant(s) acknowledge that you have read and understand this document. By your signature, you also acknowledge that you have received a copy of this document.

#### APPLICANT(S)

John Smith

Printed Name

Date

Signature

WYMAC CAPITAL, INC.

Mary Smith

Printed Name

Peter Moss

Printed Name (Broker/Agent)

Signature

Signature

This form was printed using Cypher by Sourcetec, Inc. Call (925) 937-4300 for more information.

**Wymac Capital, Inc.**  
**Proprietary-- Mortgage Loan Stacking Order Checklist**

	Enclosed	N/A	Date Expected
\$20 check, payable to Credit Internet**	<input type="checkbox"/>	<input type="checkbox"/>	_____
Loan Application*	<input type="checkbox"/>		_____
Good Faith Estimate*	<input type="checkbox"/>		_____
Fair Lending Notice*	<input type="checkbox"/>		_____
Information Disclosure Authorization*	<input type="checkbox"/>		_____
Appraisal Report Disclosure*	<input type="checkbox"/>		_____
IRS Form 4506*	<input type="checkbox"/>		_____
Lender Disclosure Statement*	<input type="checkbox"/>		_____
Disclosure on Assets/Liabilities*	<input type="checkbox"/>		_____
Disclosure on "THE LOAN PROCESS"****			
Signed by Buyer/Borrower	<input type="checkbox"/>		_____
Disclosure on "THINGS YOU CAN DO TO EXPEDITE THE LOAN PROCESS"****			
Signed by Buyer/Borrower	<input type="checkbox"/>		_____
Disclosure on "GENERAL MORTGAGE INFORMATION"****			
Signed by Buyer/Borrower	<input type="checkbox"/>		_____
Mortgage Disclosure Agreements (4)***	<input type="checkbox"/>		_____
Purpose of Refinance***	<input type="checkbox"/>		_____
<b>ITEMS NOT REQUIRING BORROWERS' SIGNATURES</b>			
Bank Statements (3 months: all pages)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Brokerage Statements (401K/IRA/Keogh/Pension)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Most Current Pay Stubs (covering a month)	<input type="checkbox"/>	<input type="checkbox"/>	_____
W-2s (2 years)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Federal Tax Returns (2 years)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Property Information (insurer & HOA)***	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>ITEMS THAT SHOULD BE RETURNED, IF APPLICABLE</b>			
Corporate Financials (2 years)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Partnership Financials (2 years)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Corporate YTD Financials	<input type="checkbox"/>	<input type="checkbox"/>	_____
Partnership YTD Financials	<input type="checkbox"/>	<input type="checkbox"/>	_____
Corporate Tax Returns	<input type="checkbox"/>	<input type="checkbox"/>	_____
Partnership Tax Returns	<input type="checkbox"/>	<input type="checkbox"/>	_____
Final Divorce Decree	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bankruptcy Papers	<input type="checkbox"/>	<input type="checkbox"/>	_____

- \* Items generated by Wymac Capital, Inc. through the Cypher(TM) software  
 \*\* CPA is responsible for sending this, if client has not supplied  
 \*\*\* Items in master loan packet; plus C.O.D. forms for CPA fax for the appraisal